

GENERAL TERMS & CONDITIONS EWAE e.U. - EXCLUSIVE WEDDINGS & EVENTS

Schusterstraße 5, 2482 Münchendorf | Tel: +43 664 599 54 14
office@exclusive-weddings.at
Effective Date: 04/2026



Preamble

EWAE e.U. – Exclusive Weddings & Events ("EWAE") specializes in the design, planning, production and coordination of exclusive weddings and events in Austria and internationally, delivering the highest standards of quality and service.

Every event is unique. Depending on the agreed scope of services, EWAE's services may include

consultation, event concept development, budget planning, wedding and event design, venue and supplier sourcing, project management, production planning, logistics, coordination and on-site event management before, during and after the event.

These General Terms & Conditions form an integral part of every agreement entered into between EWAE and its Client and establish a transparent legal framework for a professional, trustworthy and successful collaboration.

Definitions

For the purposes of these General Terms & Conditions, the following terms shall have the meanings set out below:

Agreement means the accepted Proposal together with these General Terms & Conditions.

Client means the individual(s) or legal entity entering into the Agreement with EWAE.

Proposal means the written quotation or proposal issued by EWAE.

Services means all planning, design, consulting, organisation, production and coordination services agreed between the parties.

Event means the wedding, celebration or other event described in the Proposal.

Planning Fee means the remuneration agreed between the parties for the Services.

Suppliers means all third-party providers engaged in connection with the Event.

Total Event Budget means the total value of all event-related products and services, regardless of whether booked through EWAE or directly by the Client.

Interpretation

Headings are included for convenience only and shall not affect the interpretation of these General Terms & Conditions.

Words importing the singular include the plural and vice versa.

References to persons include natural persons, legal entities and partnerships.

References to Sections are references to sections of these General Terms & Conditions unless otherwise stated.

The expressions *including*, *in particular* and *without limitation* shall be construed as illustrative and shall not limit the general meaning of the preceding words.

§ 1 – Scope of Application

1.1 Parties

These General Terms & Conditions shall apply to all agreements entered into between

EWAE e.U.

Exclusive Weddings & Events

Schusterstraße 5

2482 Münchendorf

Austria

(hereinafter referred to as „EWAE“)

and the respective Client.

1.2 Covered Services

These Terms & Conditions shall apply in particular to:

- Full Wedding Planning
- Destination Wedding Planning
- Wedding Weekend Planning
- Wedding Design
- Wedding Day Coordination
- Event Design
- Elopements
- Partial Planning Services
- Consulting Services
- Corporate Events, unless separate contractual terms have been agreed.

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1.3 Exclusion of Client Terms

Any terms and conditions of the Client that deviate from these General Terms & Conditions shall not apply unless expressly accepted by EWAE in writing.

1.4 Entire Agreement and Order of Precedence

The individual proposal, all written supplementary agreements and these General Terms & Conditions together constitute the entire agreement between the parties.

In the event of any inconsistency, the following order of precedence shall apply:

1. Individual Proposal
2. Written Supplementary Agreements
3. General Terms & Conditions

§ 2 – Formation of Contract

2.1 Validity of Proposals

Unless otherwise stated in the proposal, all proposals issued by EWAE shall remain valid for fourteen (14) calendar days from the date of issue.

2.2 Conclusion of the Agreement

A legally binding agreement shall be concluded upon, including but not limited to:

- signing the proposal,
- electronic signature,
- written acceptance by email,
- any other clear electronic confirmation,
- or a written instruction to proceed.

2.3 Forms of Communication

Legally binding communication may be conducted through, among others:

- Email
- Electronic signature platforms
- Client portals

Verbal or telephone agreements shall only become binding upon written confirmation by EWAE.

§ 3 – Scope of Services

3.1 Scope of Services

The exact scope of services shall be exclusively determined by the accepted proposal.

3.2 Professional Services

Unless otherwise expressly agreed in writing, EWAE provides professional services exclusively in the areas of:

- Consultation
- Planning
- Organisation
- Design
- Project Management
- Production Planning
- Coordination

including all services directly related thereto.

3.3 No Guarantee of Specific Outcomes

EWAE does not guarantee any specific commercial, creative or practical outcome.

In particular, EWAE does not guarantee:

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- the availability of preferred suppliers,
- the availability of specific venues,
- the granting of governmental or administrative approvals,
- or the unrestricted implementation of every request made by the Client.

EWAE's obligation is limited to providing its services with the highest level of professional care, diligence and expertise.

3.4 EWAE's Role

Unless otherwise expressly agreed in writing, EWAE acts solely as a planning, design and coordination agency.

EWAE shall not be deemed to be the event organizer, travel organizer, general contractor or provider of third-party services.

Unless otherwise agreed, contracts with individual suppliers shall be concluded directly between the respective supplier and the Client.

3.5 Preliminary Work and Concept Development

Unless otherwise expressly agreed in writing, all preliminary services provided by EWAE shall be subject to remuneration.

Such preliminary services may include, without limitation:

- initial event concepts;
- design concepts;
- mood boards;
- venue research;
- supplier recommendations;
- budget concepts;
- project consultations;
- creative proposals;
- presentations;
- and any other preparatory planning services.

Where such services are provided before the conclusion of a formal Agreement and the Client subsequently decides not to proceed with the project, EWAE shall be entitled to reasonable remuneration based on the actual time spent or the agreed hourly rates applicable at the relevant time, unless otherwise agreed in writing.

§ 4 – Client Responsibilities

4.1 Information to be Provided

The Client shall provide all information necessary for the successful planning and execution of the event in a complete, accurate and timely manner.

This includes, but is not limited to:

- guest lists,
- budget information,
- contact details,
- requested services,
- schedules,
- official documentation,
- approvals,
- personal decisions,
- and all other project-related information.

4.2 Permits and Regulatory Compliance

Unless otherwise expressly agreed in writing, the Client shall be solely responsible for obtaining all permits, approvals, licences and authorisations required for the Event under applicable law.

Unless expressly included within the agreed Scope of Services, EWAE shall not be responsible for obtaining such permits or ensuring compliance with statutory or administrative requirements.

4.3 Timely Decisions

The Client shall make all required decisions within a reasonable timeframe.

Any delays caused by late decisions shall automatically extend all project deadlines accordingly.

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4.4 Additional Planning Effort

Should additional planning work become necessary due to delayed approvals, amendments requested by the Client or incomplete information, EWAE shall be entitled to adjust the agreed fee in accordance with Section 6 (Change Orders).

4.5 Authorised Representative

The Client shall appoint one authorised contact person with decision-making authority.

Any approvals, instructions or decisions issued by such authorised representative shall be deemed legally binding upon the Client.

4.6 Duty to Cooperate

The Client acknowledges that the successful planning and execution of the Event require active cooperation, timely communication and reasonable availability throughout the planning process.

EWAE shall not be liable for delays, additional costs or adverse consequences resulting from delayed responses, missing information, unavailable decision-makers or any failure by the Client to cooperate in a timely manner.

§ 5 – Fees and Payment Terms

5.1 Fees and VAT

EWAE's remuneration shall be exclusively governed by the accepted proposal.

Unless otherwise expressly stated in the Proposal, all prices are quoted in Euro and include the applicable statutory Austrian Value Added Tax (VAT).

5.2 Planning Fee

The planning fee shall generally be agreed as a percentage of the total event budget.

In all cases, the minimum planning fee specified in the proposal shall apply.

Should the actual event budget exceed the originally estimated budget, the planning fee shall automatically increase in accordance with the agreed percentage.

5.3 Total Event Budget

The total event budget includes all costs relating to the event, including services contracted directly or indirectly by the Client, including but not limited to:

- | | |
|-----------------------|---|
| • Venue | • Stationery |
| • Catering | • Wedding Cake |
| • Beverages | • Shuttle Services |
| • Floral Design | • Transportation |
| • Decoration | • Accommodation |
| • Furniture Rental | • Welcome Bags |
| • Technical Equipment | • Guest Favours |
| • Lighting | • Beauty Services |
| • Sound | • Hair & Make-up |
| • Entertainment | • Wedding Attire |
| • Live Music | • Fireworks |
| • Performers | • Special Effects |
| • Photographers | • Rental Equipment |
| • Videographers | • and all other event-related services. |

Whether such services are sourced through EWAE or contracted independently by the Client shall not affect their inclusion in the total event budget.

5.4 Budget Adjustments

Should additional services, suppliers or event elements be incorporated into the project after the Agreement has been concluded, the Total Event Budget shall automatically be adjusted accordingly.

No separate approval by the Client shall be required for the corresponding adjustment of the agreed percentage-based Planning Fee.

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5.5 Payment Schedule

The payment schedule set out in the Proposal shall be binding.

Unless otherwise agreed, all invoices issued by EWAE shall be due and payable within seven (7) business days from the invoice date without deduction.

5.6 Advance Payments

EWAE shall be entitled to request reasonable advance payments.

Such advance payments serve, in particular, to reserve the necessary planning capacity and secure the agreed event date.

5.7 Suspension of Services

Until all outstanding invoices have been paid in full, EWAE shall be entitled, to the extent permitted by applicable law, to:

- suspend planning services;
- refrain from engaging additional suppliers;
- withhold approvals and confirmations;
- suspend the preparation of further project documentation and
- suspend event coordination and on-site services.

5.8 Late Payment

In the event of late payment, statutory default interest shall apply.

The Client shall furthermore reimburse EWAE for all reasonable costs incurred in connection with the enforcement of its claims, including reminder fees, debt collection costs and reasonable legal fees, to the extent permitted by law.

5.9 Set-Off and Retention Rights

The Client may only exercise rights of set-off or retention in respect of claims that have been finally determined by a court of law or expressly acknowledged by EWAE.

Nothing in this provision shall affect any mandatory statutory consumer rights.

§ 6 – Change Orders

6.1 Amendments to the Scope of Services

Every event naturally evolves throughout the planning process.

Accordingly, amendments to the agreed Scope of Services after execution of the Agreement are generally permissible. Where such amendments result in additional planning, organisational, design or coordination services, EWAE shall be entitled to an appropriate adjustment of the agreed remuneration.

6.2 Examples of Change Orders

A fee adjustment may arise, including but not limited to, where the Client requests:

- | | |
|---|---|
| • an increase in the guest count; | • a change of the primary venue; |
| • additional event days; | • additional Wedding Design services; |
| • a Welcome Dinner; | • additional design concepts; |
| • a Get-Together; | • additional venue inspections; |
| • a Pool Party; | • additional planning meetings; |
| • a Farewell Brunch; | • an extended project duration; |
| • a civil ceremony; | • a significant increase of the event budget; |
| • additional ceremonies; | • additional suppliers; |
| • additional venues; | • additional trades or service providers; |
| • relocation of the event to another country; | • or any expansion of the agreed Scope of Services. |

The above list is illustrative only and shall not be regarded as exhaustive.

6.3 Approval of Additional Services

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Additional services shall be deemed approved once authorised by the Client:

- in writing;
- by email;
- via electronic communication platforms (including WhatsApp);

or verbally where immediate decisions are required during the event.

Where reasonably possible, EWAE shall document any verbal approvals.

6.4 Fees for Additional Services

Additional services shall be charged in accordance with the rates set out in the Proposal or, where no specific rates have been agreed, on the basis of the actual time spent applying EWAE's standard hourly rates applicable at the relevant time.

6.5 Material Expansion of the Project

Should the actual scope of the project materially exceed the originally agreed Scope of Services during the planning process, EWAE shall be entitled to adjust the agreed remuneration accordingly.

§ 7 – Coordination Hours and Additional Hours

7.1 Included Coordination Hours

The coordination hours specified in the Proposal relate exclusively to the agreed Scope of Services.

7.2 Additional Attendance

If the event schedule is delayed for reasons beyond EWAE's reasonable control, or if the Client requests an extension of the agreed coordination period, any additional attendance shall be deemed an additional service.

Each commenced additional hour shall be charged at the hourly rates agreed in the Proposal.

7.3 Examples of Delays

Such delays may include, without limitation:

- delayed commencement of the event;
- extended programme items;
- amendments to the event schedule;
- technical failures;
- delays caused by suppliers;
- traffic disruptions;
- adverse weather conditions;
- or any other circumstances beyond EWAE's reasonable control.

7.4 Additional Team Members

Where significant delays require the continued attendance of the entire event team, each additional team member shall be charged at the agreed hourly rates.

§ 8 – Destination Weddings

8.1 Definition

A Destination Wedding shall mean any event taking place outside Austria, as well as events within Austria where travel and one or more overnight stays by the event team are reasonably required due to the location of the event.

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8.2 International Nature

The Client acknowledges that Destination Weddings involve increased organisational, logistical and legal requirements due to their international nature. EWAE shall perform its services with the highest level of professional care but accepts no liability for circumstances beyond its reasonable control.

8.3 Legal Requirements

The Client shall be solely responsible for ensuring that all legal and administrative requirements relating to the event are fulfilled in due time. This includes, without limitation:

- entry requirements;
- visas;
- residence permits;
- marriage documentation;
- certified translations;
- notarisation;
- apostilles;
- customs requirements;
- governmental approvals;
- insurance;
- and any other documentation required under applicable law.

EWAE shall assist the Client within the agreed Scope of Services but does not warrant that governmental approvals will be granted or that all administrative requirements are complete or accurate.

8.4 Additional Administrative Services

Should additional planning services become necessary as a result of governmental regulations, entry requirements, legal amendments or administrative procedures, such services shall be deemed additional services and invoiced in accordance with Section 6 (Change Orders).

8.5 Travel Disruptions

Should travel arrangements require rescheduling or reorganisation due to natural disasters, industrial action, political unrest, epidemics, pandemics, flight cancellations or comparable circumstances beyond EWAE's reasonable control, all resulting additional costs shall be borne by the Client.

8.6 Travel Arrangements

Where appropriate for the efficient execution of the project, EWAE may, following consultation with the Client, independently arrange flights, accommodation, rental vehicles or other travel services on behalf of the project.

§ 9 – Travel, Accommodation and Expenses

9.1 Reimbursement of Expenses

Unless otherwise agreed in the Proposal, the Client shall reimburse all reasonable travel, accommodation and incidental expenses necessarily incurred by EWAE and its event team in connection with the performance of the agreed services.

9.2 Travel Expenses

Such reimbursable expenses include, without limitation:

- flights;
- rail travel;
- rental vehicles;
- taxis;
- private transfers;
- parking fees;
- road tolls;
- ferry crossings;
- baggage charges;
- hotel accommodation;
- meal allowances;
- and any other reasonable travel-related expenses.

9.3 Air Travel

Where air travel is required, EWAE shall select flights that reasonably ensure the timely and reliable delivery of the event.

Should flight schedules or travel distances require an earlier arrival or later departure, such travel arrangements shall be deemed contractually agreed and necessary for the proper execution of the event.

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9.4 Overnight Accommodation

If the event schedule or unforeseen circumstances make same-day return travel impossible, the Client shall bear the reasonable costs of any additional overnight accommodation required for the event team.

9.5 Travel Changes

Any necessary flight changes, travel rescheduling, accommodation extensions or similar adjustments resulting from amendments to the event schedule or unforeseen circumstances shall be borne by the Client unless such costs arise directly from wilful misconduct or gross negligence on the part of EWAE.

§ 10 – Third-Party Suppliers

10.1 Supplier Recommendations

At the Client's request, EWAE may recommend suitable suppliers and assist in their selection.
In doing so, EWAE acts solely as a planning, advisory and coordination agency.

10.2 Supplier Agreements

Unless expressly agreed otherwise in writing, all contracts relating to third-party services shall be concluded exclusively between the respective supplier and the Client.

EWAE shall not become a contractual party to such agreements.

10.3 Limitation of Supplier Liability

EWAE accepts no responsibility or liability for, including but not limited to:

- the performance of suppliers;
- rescheduling of services;
- changes to agreed services;
- price increases;
- quality deficiencies;
- delivery delays;
- staff shortages;
- insolvency;
- breaches of contract;
- damages;
- or any other acts or omissions of third-party suppliers.

Any claims relating to third-party services shall be pursued directly against the respective supplier.

10.4 No Warranty for Suppliers

Supplier recommendations are made in good faith and based upon EWAE's professional experience.

Any recommendation shall not constitute a warranty, guarantee or representation regarding the future performance, availability or quality of any supplier.

10.5 Client-Appointed Suppliers

Where the Client appoints suppliers independently without EWAE's involvement, EWAE shall bear no responsibility for the organisation, communication, contractual arrangements or performance of such suppliers unless expressly included within the agreed Scope of Services.

10.6 No Legal Review

The Client shall carefully review and independently conclude all agreements with third-party suppliers.

EWAE does not provide legal advice and shall not review contracts entered into with third parties.

10.7 Event Insurance

EWAE strongly recommends that the Client obtains adequate event insurance, including, where appropriate, cancellation insurance, public liability insurance and any other insurance reasonably required for the Event.

Unless otherwise expressly agreed in writing, obtaining such insurance shall remain the sole responsibility of the Client.

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§ 11 – Scheduling and Third-Party Performance

11.1 Project Schedules

All project schedules, timelines and production plans prepared by EWAE are based on the information available at the relevant time and are continuously adapted as the project develops.

11.2 Dependencies

Compliance with any project schedule is conditional upon all parties involved performing their respective obligations accurately and on time.

11.3 Third-Party Delays

Delays or changes caused by suppliers, governmental authorities, venues, guests or any other third parties shall not give rise to any liability on the part of EWAE.

11.4 Adjustments to the Event Schedule

EWAE shall be entitled to make reasonable adjustments to the event schedule at short notice where such adjustments are necessary for the proper execution of the event or are otherwise objectively in the Client's best interests.

In doing so, EWAE shall take the legitimate interests of the Client into appropriate consideration.

§ 12 – Rescheduling

12.1 Requests for Postponement

A request by the Client to postpone the event shall constitute a contractual amendment rather than a cancellation.

However, the Client shall have no automatic right to reschedule.

Whether a postponement can be accommodated shall be determined by EWAE based upon its personnel, operational capacity and overall project availability.

12.2 Additional Costs

If EWAE is available on the requested replacement date, planning services shall generally continue.

The Client shall reimburse all additional costs arising from the postponement, including, but not limited to:

- additional planning services;
- renewed supplier coordination;
- amendments to project schedules;
- renewed supplier enquiries;
- additional venue visits;
- travel and accommodation expenses;
- supplier price increases;
- and any additional organisational effort reasonably required.

12.3 Fees Already Incurred

All planning services already performed prior to the postponement shall remain fully payable.

Payments already received shall be credited towards the rescheduled event unless otherwise agreed in writing.

12.4 Unavailability of EWAE

If EWAE is unavailable on the proposed replacement date or declines the requested postponement for objectively justified operational reasons, the postponement shall be treated as a cancellation in accordance with

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§ 13 – Termination and Cancellation

13.1 Client Termination

The Client may terminate this Agreement at any time by providing written notice.

As EWAE's services primarily consist of individually performed planning, organisational and creative services, EWAE shall be entitled to payment for all services rendered up to the effective date of termination, together with reasonable compensation for planning capacity reserved exclusively for the Client, to the extent permitted by applicable law.

13.2 Cancellation Fees

Unless the remuneration is calculated based on the actual services rendered, the following cancellation fees shall apply:

- More than 12 months before the event: 30% of the agreed Planning Fee
- 12 to 9 months before the event: 40%
- 9 to 6 months before the event: 50%
- 6 to 3 months before the event: 70%
- Less than 3 months before the event: 90%
- 14 calendar days or less before the event, or in the event of non-attendance: 100%

EWAE reserves the right to prove that the actual loss exceeds the above cancellation fees.

13.3 Third-Party Costs

The above cancellation provisions shall not affect any third-party costs already incurred or no longer capable of cancellation, including, without limitation:

- travel expenses;
- flights;
- hotel bookings;
- venue inspections;
- material purchases;
- production costs;
- external suppliers;
- permits and governmental fees;
- rental items.

The Client shall reimburse EWAE for all such costs where EWAE has already entered into binding commitments in connection with the project.

13.4 Completed Project Phases

Where the Client terminates the Agreement after substantial planning milestones have been completed—including, without limitation, the Wedding Design Concept, Budget Concept or Supplier Planning—the agreed remuneration relating to those completed project phases shall remain payable in full.

13.5 Termination for Good Cause

EWAE shall be entitled to terminate this Agreement with immediate effect for good cause.

Good cause shall include, without limitation:

- material breach of payment obligations despite written reminder;
- repeated failure to fulfil the Client's contractual obligations;
- abusive, discriminatory, threatening or aggressive behaviour towards EWAE, its employees or suppliers;
- an irreparable breakdown of the relationship of trust between the parties;
- or circumstances in which the event would violate applicable laws or governmental regulations.

Termination by EWAE shall not affect any payment claims already accrued.

§ 14 – Force Majeure

14.1 General Principle

Neither party shall be liable for any failure or delay in performing its contractual obligations where such failure or delay results from an event of Force Majeure.

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14.2 Events of Force Majeure

Force Majeure shall include, without limitation:

- natural disasters;
- severe weather events;
- flooding;
- earthquakes;
- wildfires;
- pandemics;
- epidemics;
- governmental restrictions on events;
- war;
- terrorist attacks;
- political unrest;
- industrial action;
- flight cancellations;
- border closures;
- widespread power outages;
- cyberattacks affecting critical infrastructure;
- and any other unforeseeable event beyond the reasonable control of either party.

14.3 Alternative Solutions

Should an event of Force Majeure occur, both parties shall cooperate in good faith to identify a commercially and operationally reasonable solution.

Such solutions may include, without limitation:

- postponement of the event;
- amendments to the event schedule;
- changes of venue;
- or modifications to individual services.

Neither party shall have a contractual right to any specific alternative solution.

14.4 Fees and Third-Party Costs

Any services already performed by EWAE prior to the occurrence of the Force Majeure event shall remain fully payable.

The Client shall furthermore reimburse all third-party costs that cannot be cancelled and which EWAE has reasonably incurred in the interest of the project.

§ 15 – Limitation of Liability

15.1 Standard of Liability

EWAE shall be liable only for losses caused by wilful misconduct or gross negligence.

In the event of ordinary negligence, EWAE shall be liable only for the breach of essential contractual obligations and solely for losses that were reasonably foreseeable at the time the Agreement was concluded, to the extent permitted by applicable law.

15.2 Excluded Losses

To the fullest extent permitted by law, EWAE shall not be liable for:

- indirect losses;
- consequential damages;
- loss of profit;
- loss of business opportunity;
- reputational damage;
- emotional distress;
- or any other purely financial loss not directly resulting from a breach of contract.

15.3 Excluded Events

Without limitation, EWAE accepts no liability for:

- weather conditions;
- illness or absence of guests;
- supplier failures;
- traffic disruptions;
- flight delays or cancellations;
- shortages in supply chains;
- technical failures of third-party equipment;
- governmental decisions;

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- damage caused by guests;
- loss or theft of personal belongings;
- or any acts or omissions of third parties.

15.4 Limitation of Liability

To the fullest extent permitted by law, EWAE's aggregate liability arising out of or in connection with this Agreement shall be limited to the total Planning Fee agreed between the parties.

This limitation shall not apply to personal injury, death or any liability that cannot legally be excluded or limited.

15.5 Notification of Complaints

The Client shall notify EWAE without undue delay of any alleged defect or complaint regarding the services provided and shall grant EWAE a reasonable opportunity to investigate and, where appropriate and reasonably possible, remedy the matter before asserting further claims.

§ 16 – Intellectual Property Rights

16.1 Ownership

All concepts, creative works and materials developed, designed or produced by EWAE in connection with the project shall remain the exclusive intellectual property of EWAE and shall be protected by applicable copyright, design, trademark and other intellectual property laws.

This includes, without limitation:

- | | |
|---------------------------|---|
| • Wedding Design Concepts | • Space Planning Concepts |
| • Event Design Concepts | • Visualisations |
| • Mood Boards | • Sketches |
| • Colour Concepts | • Renderings |
| • Design Presentations | • Checklists |
| • Client Presentations | • Project Documentation |
| • Event Timelines | • Cost Calculations |
| • Production Schedules | • Proposals |
| • Production Books | • Creative Ideas |
| • Budget Plans | • Bespoke Event Concepts |
| • Seating Concepts | • and all other documents, materials and creative works developed during the collaboration. |
| • Floor Plans | |

16.2 Licence to Use

Upon full payment of the agreed Planning Fee, the Client receives a non-exclusive, non-transferable right to use the concepts created by EWAE solely for the specific event covered by this Agreement.

No other rights shall be granted unless expressly agreed in writing.

16.3 Restrictions on Use

In particular, the Client shall not, without EWAE's prior written consent:

- copy,
- reproduce,
- distribute,
- publish,
- modify,
- adapt,
- license,
- or disclose

any design concepts, mood boards, presentations, timelines, production plans, visualisations, budgets or any other project documentation, in whole or in part, to another wedding planner, event agency or any third party for the purpose of organising or reproducing the event based on EWAE's creative work.

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16.4 Termination of the Collaboration

Should the Client terminate the collaboration prior to the event or appoint another wedding planner or agency thereafter, all concepts, creative works and planning documents developed by EWAE shall remain the exclusive property of EWAE.
Any continued use shall require EWAE's prior written consent.

16.5 Reservation of Rights

All copyrights, trademarks, design rights and any other intellectual property rights shall remain exclusively vested in EWAE unless mandatory statutory provisions provide otherwise.

§ 17 – Confidentiality

17.1 Confidentiality Obligation

Both parties undertake to treat all confidential information disclosed during the course of their collaboration as strictly confidential.

17.2 Confidential Information

Confidential information shall include, without limitation:

- budgets;
- quotations;
- financial calculations;
- guest lists;
- contact details;
- timelines;
- security arrangements;
- design concepts;
- production documentation;
- internal communications;
- trade secrets;
- and all non-public information relating to the event.

17.3 High-Profile Clients

EWAE acknowledges that many events involve high-profile individuals, entrepreneurs, public figures or private families for whom discretion is of paramount importance.

EWAE shall therefore maintain the highest level of confidentiality throughout the collaboration.

Upon the Client's request, the parties may additionally enter into a separate Non-Disclosure Agreement (NDA).

17.4 Continuing Obligation

The confidentiality obligations contained in this Agreement shall survive the termination or completion of the contractual relationship.

§ 18 – Data Protection

18.1 Applicable Data Protection Law

EWAE processes personal data exclusively in accordance with the applicable data protection legislation, including the EU General Data Protection Regulation (GDPR) and all applicable national data protection laws.

18.2 Purpose of Processing

Personal data shall be processed solely to the extent necessary for:

- preparing the Agreement;
- performing the contractual services;

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- fulfilling legal obligations;
- or safeguarding legitimate business interests where permitted by law.

18.3 Disclosure to Suppliers

Where the planning of the event requires the transfer of personal data to third-party suppliers (including, without limitation, hotels, venues, caterers or transportation providers), such data shall only be disclosed to the extent necessary for the proper execution of the event.

18.4 Privacy Policy

Further information regarding the processing of personal data is set out in EWAE's Privacy Policy, as amended from time to time.

§ 19 – Photography, Videography and Portfolio Use

19.1 Client Privacy

The Client's personal rights and privacy shall at all times be respected.

Photographs or video recordings in which the Client or the Client's guests are identifiable shall only be published where the Client has provided separate written consent.

19.2 Portfolio and Promotional Use

Where such consent has been granted, EWAE shall be entitled to use photographs and video material from the event for portfolio and promotional purposes, including publication on:

- EWAE's website;
- social media channels;
- printed publications;
- presentations;
- lectures and educational events;
- award submissions;
- marketing materials;
- and press releases.

19.3 Withdrawal of Consent

The Client may withdraw such consent at any time with future effect.

Any withdrawal shall not affect publications made prior to receipt of the withdrawal, nor any legal retention obligations or legitimate interests of EWAE.

§ 20 – Final Provisions

20.1 Governing Law

This Agreement shall be governed exclusively by the laws of the Republic of Austria, excluding its conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Nothing in these General Terms & Conditions shall exclude or limit any mandatory rights granted to consumers under Austrian consumer protection legislation, including the Austrian Consumer Protection Act (Konsumentenschutzgesetz – KSchG).

20.2 Jurisdiction

Where the Client is an entrepreneur within the meaning of the Austrian Commercial Code (Unternehmensgesetzbuch – UGB), the court having subject-matter jurisdiction for the registered office of EWAE in Münchendorf, Lower Austria, Austria, shall have exclusive jurisdiction.

For consumers, the applicable statutory jurisdiction provisions shall apply.

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20.3 Amendments

Any amendments or additions to this Agreement shall be made in writing, unless mandatory law provides otherwise.
This requirement shall also apply to any waiver of the written form requirement itself.

20.4 Severability

Should any provision of these General Terms & Conditions be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.

The invalid or unenforceable provision shall be replaced by the applicable statutory provision or, where legally permissible, by a valid provision that most closely reflects the commercial intention of the original provision.

20.5 Future Agreements

These General Terms & Conditions shall apply to all present and future contractual relationships between EWAE and the Client unless otherwise expressly agreed in writing.

20.6 Language

These General Terms & Conditions are available in German and English. In the event of any discrepancy or inconsistency between the German and English versions, the German version shall prevail, unless otherwise expressly agreed in writing.